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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

THE SIERRA CLUB and)	No. C 09-5662 MEJ
ENVIRONMENTAL INTEGRITY)	
PROJECT,)	
Plaintiffs,)	STIPULATION AND SETTLEMENT, and
)	PROPOSED ORDER
v.)	
)	
ENVIRONMENTAL PROTECTION)	
AGENCY,)	
Defendant.)	

Plaintiffs Sierra Club and Environmental Integrity Project (“Plaintiffs”) and Defendant United States Environmental Protection Agency (“Defendant”), by and through their undersigned counsel, hereby enter into this Stipulation and [Proposed] Order Re Settlement and Dismissal (“Stipulation”) as follows:

1. Defendant shall pay to Plaintiffs the amount of twenty one thousand seven hundred and fifty U.S. dollars (\$21,750.00) in full and complete satisfaction of Plaintiffs’ claims for

1 attorneys' fees, costs, and litigation expenses under the Freedom of Information Act ("FOIA") in the
2 above-captioned matter. This payment shall constitute full and final satisfaction of any and all of
3 Plaintiffs' claims for attorneys' fees, costs, and litigation expenses in the above-captioned matter,
4 and is inclusive of any interest. Payment of this money will be made by electronic funds transfer,
5 and counsel for Plaintiffs will provide the necessary information to counsel for Defendant to
6 effectuate the transfer. Payment shall be made within thirty (30) days of the date this Stipulation is
7 signed by all counsel and Plaintiffs' counsel has provided the necessary information for the
8 electronic funds transfer.

9 2. Upon the execution of this Stipulation, Plaintiff hereby releases and forever
10 discharges Defendant, and its successors, the United States of America, and any department, agency,
11 or establishment of the United States, and any officers, employees, agents, successors, or assigns of
12 such department, agency, or establishment, from any and all claims and causes of action that Plaintiff
13 asserts or could have asserted in this litigation, or which hereinafter could be asserted by reason of,
14 or with respect to, or in connection with, or which arise out of, the FOIA request on which this action
15 is based or any other matter alleged in the Complaint, including but not limited to all past, present,
16 or future claims for attorneys' fees, costs, or litigation expenses in connection with the above-
17 captioned litigation.

18 3. The provisions of California Civil Code Section 1542 are set forth below:

19 "A general release does not extend to claims which the creditor does not know or
20 suspect to exist in his favor at the time of executing the release, which if known by
him must have materially affected his settlement with the debtor."

21 Plaintiffs, having been apprised of the statutory language of Civil Code Section 1542 by its attorneys,
22 and fully understanding the same, nevertheless elects to waive the benefits of any and all rights it
23 may have pursuant to the provision of that statute and any similar provision of federal law. Plaintiffs
24 understands that, if the facts concerning injuries or liability for damages pertaining thereto are found
25 hereinafter to be other than or different from the facts now believed by it to be true, the Agreement
26 shall be and remain effective notwithstanding such material difference.

27 4. Execution of this Stipulation and entry by this Court shall constitute dismissal of this
28 case with prejudice pursuant to Fed. R. Civ. P. 41(a).

1 5. The parties acknowledge that this Stipulation is entered into solely for the purpose
2 of settling and compromising any remaining claims in this action without further litigation, and it
3 shall not be construed as evidence or as an admission on the part of Defendant, the United States,
4 its agents, servants, or employees regarding any issue of law or fact, or regarding the truth or validity
5 of any allegation or claim raised in this action, or as evidence or as an admission by the Defendant
6 regarding Plaintiffs' entitlement to attorneys' fees and other litigation costs under the FOIA. This
7 Stipulation shall not be used in any manner to establish liability for fees, amounts, or hourly rates
8 in any other case or proceeding.

9 6. This Stipulation is binding upon and inures to the benefit of the parties hereto and
10 their respective successors and assigns.

11 7. If any provision of this Stipulation shall be held invalid, illegal, or unenforceable, the
12 validity, legality, and enforceability of the remaining provisions shall not in any way be affected or
13 impaired thereby.

14 8. This Stipulation shall constitute the entire agreement between the parties, and it is
15 expressly understood and agreed that this Stipulation has been freely and voluntarily entered into by
16 the parties hereto. The parties further acknowledge that no warranties or representations have been
17 made on any subject other than as set forth in this Stipulation.

18 9. The persons signing this Stipulation warrant and represent that they possess full
19 authority to bind the persons on whose behalf they are signing to the terms of the Stipulation.

20 10. This Stipulation may not be altered, modified or otherwise changed in any respect
21 except in writing, duly executed by all of the parties or their authorized representatives.

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11. This Stipulation may be executed in counterparts and is effective on the date by which both parties' counsel have executed the Stipulation.

SO STIPULATED AND AGREED this 26th day of November, 2010.

Respectfully submitted,
DATED: November 26, 2010 BAHR LAW OFFICES, P.C.

/s/

DAVID A. BAHR
Attorney for Plaintiff

DATED: November 26, 2010 MELINDA HAAG
United States Attorney

/s/

MELANIE L. PROCTOR¹
Assistant United States Attorney

~~PROPOSED~~ ORDER

Upon stipulation of the parties and good cause appearing, IT IS HEREBY ORDERED that this action is dismissed with prejudice on the terms and conditions described in the above Stipulation between the parties.

DATED: November 29, 2010



MARIA-ELENA JAMES
United States Magistrate Judge

¹I, Melanie L. Proctor, hereby attest that I obtained the concurrence in the filing of this document from all signatories indicated by a "conformed" signature (/s/).